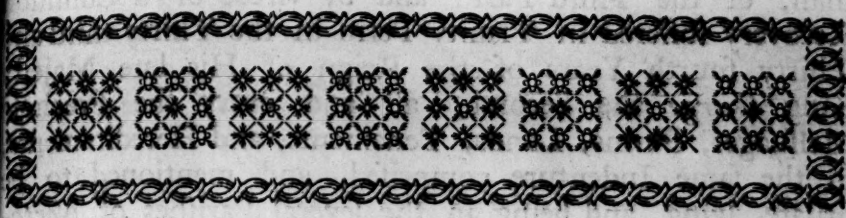


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Cap. 78.

A N

A C T

For confirming a Deed of Trust, dated the Thirty first of *December*, One thousand seven hundred and seventy; and for the more effectual enabling the Trustees to raise the Sum of Nine thousand Pounds for the Purposes therein mentioned, by Mortgage or Sale of the Freehold Estate of *George Smyth* the elder, and *George Smyth* the younger, Esquires, situate in the County of *Gloucester*, or of a competent Part thereof.

***** WHEREAS by virtue of a certain Indenture of Bargain and Sale inrolled in the High Court of Chancery, bearing Date the Twenty third ***** Day of *June*, in the Year of our Lord One thousand seven hundred and sixty, made between *George Smyth* the elder late of *Northmibley* in the County of *Gloucester*, but now of *Shrewsbury* in the County of *Salop*, Esquire, and *George Smyth* the younger of *Northmibley* aforesaid Esquire, eldest Son and Heir Apparent of the said

George Smyth the elder and *George Smyth* the younger, by Bargain and Sale on 23d of *June*, 1760, limit the *Gloucestershire* Freehold Estate to such Uses as they should jointly appoint.

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said *George Smyth* the elder, of the First Part; *John Ashby* of *Shrewsbury* aforesaid Gentleman, of the Second Part; and *John Roberts* of *Castle Yard Holborn, London*, Gentleman, of the Third Part; and by virtue of a Common Recovery suffered in Trinity Term in the Thirty third and Thirty fourth Years of the Reign of His late Majesty King *George* the Second; all and every the Freehold Messuages, Farms, Lands, Tenements, and Hereditaments, in the same Indenture comprised, and mentioned to be situate, lying, and being in the several Parishes of *North-nibley, Stinchcombe, and Berkeley*, and elsewhere in the said County of *Gloucester*, were settled, limited, or assured, to the Use of such Person or Persons, and for such Estate or Estates, Intents and Purposes, as the said *George Smyth* the elder and *George Smyth* the younger by any Deed or Deeds, under both their Hands and Seals, attested by Two or more credible Witnesses, should, from Time to Time, during their joint Lives, grant, direct, limit, or appoint; and in Default of such Grant, Direction, Limitation, or Appointment, or in case of an incomplete one, then, as to what should be so ungranted, undirected, unlimited, or unappointed, and also in the mean Time to such and the same Uses, for such and the same Estates, and upon such and the same Trusts, and with and under such and the same Powers, Provisoos, Conditions, Limitations, and Agreements, as were declared, directed, limited, and appointed in and by a certain Indenture quadripartite therein before mentioned, being the Settlement made on the Marriage of *George Smyth* the elder with his late Wife, and to or for no other Use, Intent, or Purpose whatsoever, as in and by the said in part recited Indenture, and the Record of the said Common Recovery, Relation being thereunto had, may more fully and at large appear:

And for want of such Appointment to the Uses of *George Smyth* the elder's Marriage Settlement with his late Wife.

Settlement thereof in July, 1763, previous to and in Consideration of a Marriage between the said *George Smyth* the younger with *Ann Willis* Spinster.

And whereas by Indentures of Lease and Release, bearing Date respectively the Third and Fourth Days of *July*, in the Year One thousand seven hundred and sixty three, the said Release being quadripartite, and made between the said *George Smyth* the elder, and *George Smyth* the younger, of the First Part; *Ann Willis* of *North Stoneham* in the County of *Southampton*, Spinster, the only Daughter of *Thomas Willis*, late of *North Stoneham*, aforesaid, Esquire, deceased, who was the eldest Son of *Brown Willis*, late of *Waddon Hall* in the County of *Bucks*, Esquire, of the Second

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cond Part; *Richard Lowndes*, of *Winslow* in the said County of *Bucks*, Esquire, and *Norborne Berkeley*, of *Stoke Giffard* in the said County of *Gloucester*, Esquire, of the Third Part; the Reverend *Moses Wight*, of *Bridewell Hospital* in the City of *London*, Clerk, and *George Sturt*, of *Grays Inn* in the County of *Middlesex*, Esquire, since deceased, of the Fourth Part; reciting the said Bargain and Sale inrolled, and Common Recovery suffered as aforesaid; and that a Marriage was intended to be shortly had and solemnized between the said *George Smyth* the younger and *Ann Willis*; and that the said *Ann Willis* was entitled to a Fortune of Twenty thousand Pounds, consisting of the several Sums of Money therein mentioned; and that upon the Treaty of the said intended Marriage it was agreed, that the said Twenty thousand Pounds, the Fortune of the said *Ann*, should be assigned to, and vested in, the said *Moses Wight* and *George Sturt*, as soon as conveniently might be after the Solemnization of the said intended Marriage, to call in the same, and pay and apply the Sum of Eleven thousand and sixty Pounds, Part thereof, in Discharge of the Debts of the said *George Smyth* the elder, whereof Part affected the Lands and Hereditaments thereafter mentioned, and were charged thereon by way of Mortgage; and the Residue thereof for such other Purposes, and in Manner as therein mentioned; and that, in consideration of the said Portion of the said *Ann Willis*, they the said *George Smyth* the elder and *George Smyth* the younger had, on their Parts, agreed to execute their Powers over, and to grant, limit, convey, and assure the several Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the said in part recited Indenture of Bargain and Sale and Common Recovery, and also to settle and assure the several Lands and Hereditaments then lately purchased by the said *George Smyth* the elder, together with the several Leasehold Lands, Tithes, and Hereditaments, and also the Moiety of the several Copyhold Lands and Hereditaments therein after mentioned, to the several Uses, upon the Trusts, and to and for the Intents and Purposes therein after expressed:

It was witnessed that, in Part of Performance of so much of the said Agreement, so as aforesaid entered into by the said *George Smyth* the elder and *George Smyth* the younger on the said Marriage Treaty, as was incumbent

Marriage intended, and *Ann Willis* entitled to a Fortune of £ 20,000.

Agreement for £ 11,060. Part thereof, to be vested in Trustees for paying Debts, Part whereof affected the Estate.

And in pursuance of Agreement, *George Smyth* the elder and *George Smyth* the younger, appoint the Premises to the Uses after mentioned.

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on them to perform; and in consideration of the said intended Marriage, and of the several Sums of Money, so amounting to Twenty thousand Pounds, then intended to be assigned in Trust for the Benefit of the said *George Smyth* the Father, and *George Smyth* the Son, as therein after is expressed; and in pursuance and exercise of the several Powers and Authorities enabling the said *George Smyth* the Father, and *George Smyth* the Son, in such Manner as in the said Indenture of Bargain and Sale is mentioned; and by virtue of all other Powers and Authorities to them or either of them appertaining; they the said *George Smyth* the Father, and *George Smyth* the Son, did, by that their Deed or Writing under their Hands and Seals, attested by the Two credible Persons whose Names are indorsed thereon as Witnesses thereto, jointly direct, limit, and appoint, that all and every the Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the said Indenture of Bargain and Sale and Common Recovery, therein after mentioned to be, amongst others, thereby granted and released, should be and remain, and the said Common Recovery, so suffered of the said several Premises as aforesaid, should be and enure to the several Uses, for the several Intents and Purposes, upon the several Trusts, and under and subject to the several Powers and Provisoos therein after declared or expressed concerning the same:

And it was further witnessed, That, for the better settling and assuring the same Messuages, Farms, Lands, Tenements, and Hereditaments to the several Uses, and for the several Intents and Purposes, therein after expressed, and for the Considerations aforesaid, and other Considerations therein mentioned, they the said *George Smyth* the Father, and *George Smyth* the Son, did grant, release, and confirm unto the said *Richard Lowndes* and *Norborne Berkeley*, and to their Heirs, the several Messuages, Farms, Lands, Tenements, and Hereditaments in the said County of *Gloucester*, as well as other Premises therein after mentioned; to hold the same to them the said *Richard Lowndes* and *Norborne Berkeley*, their Heirs and Assigns, for the several Intents and Purposes, and upon the several Trusts therein, and herein after, mentioned; that is to say, As to the *Gloucestershire* Estate, in the mean Time, and until the said intended Marriage should be had and solemnized, to such Uses, and for such Purposes, as were then subsisting

Uses of the
Gloucestershire
Estate, viz. un-
til the Marriage,
to such Uses as
before; and

subsisting concerning the same Premises: And from and immediately after the Solemnization of the said intended Marriage, then, as for and concerning the Lands and Hereditaments therein before mentioned to be in the Occupation of *William Gazard*, to the Use of the said *George Smyth* the Father, for and during the Term of his natural Life: And then, as for and concerning as well the same Premises, as all other the Hereditaments and Premises thereby granted and released, from and after the Solemnization of the said intended Marriage, to the Use of the said *George Smyth* the Son, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; Remainder to the said *Norborne Berkeley* and *Richard Lowndes*, and their Heirs, during the Life of the same *George Smyth*, upon Trust to preserve the contingent Remainders, therein after limited, from being defeated or destroyed; Remainder to the said *Ann Willis*, and her Assigns, for and during the Term of her natural Life, for her Jointure, and in bar of her Dower; Remainder to the said *Moses Wight* and *George Sturt*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years from thence next ensuing, and fully to be complete and ended, without Impeachment of Waste, upon Trust for raising Six thousand Pounds, with Interest, for the Portions and Maintenance of the Daughters and younger Sons of the said intended Marriage, in Manner, and at the Times therein after mentioned; Remainder to the first and other Son and Sons of the Body of the said *George Smyth* the Son, on the Body of the said *Ann Willis* his then intended Wife to be begotten, in Tail Male; Remainder to the said *Moses Wight* and *George Sturt*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, without Impeachment of Waste, upon Trust for raising Ten thousand Pounds, with Interest, for the Portions and Maintenance of the Daughters of the said then intended Marriage, in case there should be no Issue Male, in Manner, and at the Times therein after mentioned; Remainder to the first and other Son and Sons of the Body of the said *George Smyth* the Son, on the Body of any second or other Wife, which he should marry after the Decease of the said *Ann Willis*, to be begotten, in Tail Male; and in Default of such Issue, to the Use of the said *George Smyth* the elder, his Heirs and Assigns for ever; with a Power thereby given, for the said *George Smyth* the Son to limit or appoint all or any Part of

then as to the Premises in Gazard's Occupation, to *George Smyth* the Father for his Life; Remainder as to the Whole to *George Smyth* the Son for his Life, sans Waste.

Remainder to Trustees to preserve, &c.

Remainder to *Ann Willis* for her Life for her Jointure, and in bar of Dower;

Remainder to Trustees for 500 Years, for raising Portions for the Daughters and younger Sons of, the intended Marriage;

Remainder to the first and other Sons of *George Smyth* the younger, by the said *Ann Willis*, in Tail Male;

Remainder to Trustees for 1000 Years, for raising Portions for the Daughters of the Marriage;

Remainder to the first and other Sons of the said *George Smyth* the younger, by a second or other Wife, in Tail Male, with Reversion in Fee to *George Smyth* the Father.

Power for *George Smyth*

the Son to make a Jointure of all or any Part of the Estate on a Second or other Wife.

A beneficial Lease for Lives of an Estate in Derbyshire, settled as the Freehold Estate.

Mr. Smyth Junior's Marriage, and Mrs. Smyth's Death, without leaving Issue.

Since her Death, George Smyth the elder, and George Smyth the younger, by Feoffment dated 18th of July, 1769, settle the Estate as they should appoint, and then to the Uses of the Family.

the said settled Estate to a second or other Wife for her Life, for her Jointure, in case he should survive the said *Ann Willis* in Manner as therein mentioned; and a beneficial Lease for Lives of an Estate in *Derbyshire* granted by the Dean of *Lincoln*, in the Year One thousand seven hundred and fifty six, to the said *George Smyth* and his Heirs, as therein mentioned, is, by the said Indenture Quadripartite, settled in such or the like Manner as the said *Gloucestershire* Freehold Estate is limited, or as near thereto as the Nature of such Leasehold Estate would permit, or otherwise as therein is mentioned :

And whereas the said intended Marriage, between the said *George Smyth* the younger and *Ann Willis*, was duly had and solemnized; and the said *Ann* since, and in or about the Year One thousand seven hundred and sixty four, died, without leaving any Issue by him the said *George Smyth* the younger :

And whereas since the Death of the said *Ann*, by a certain Deed of Feoffment Sextipartite, with Livery of Seisin indorsed thereon, bearing Date the Eighteenth Day of July in the Year One thousand seven hundred and sixty nine, made between the said *George Smyth* the elder and *George Smyth* the younger of the First Part; the Right Honourable *Norborne Lord Botetourt* (before *Norborne Berkeley* Esquire) since deceased, and the said *Richard Lowndes*, of the Second Part; *Nicholas Smyth*, of *Condover* in the County of *Salop*, Esquire, *John Smyth* Cornet in the Third Regiment of Dragoon Guards, and *Sally Sandys* Wife of the Reverend *Samuel Sandys*, of *Powick* in the County of *Worcester*, Clerk, lately called *Sally Smyth* Spinster (which said *Nicholas*, *John*, and *Sally*, are the Sons and Daughter of the said *George Smyth* the elder) of the Third Part; *John Mabbett*, of *Stinchcombe* in the County of *Gloucester*, Gentleman, and *William Holbrow*, of *Dursley* in the same County, Gentleman, of the Fourth Part; the said *Moses Wight* and *John Ashby*, of the Fifth Part; and *Rowland Berkeley*, of *Caltberidge* in the said County of *Worcester*, Esquire, and *Timothy Gyde*, of *Uley* in the said County of *Gloucester*, Esquire, of the Sixth Part; reciting the said Settlement of the Year One thousand seven hundred and sixty three, to the Effect aforesaid; and that, soon after the Date and Execution thereof, the Marriage therein mentioned to be then intended, between

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tween the said *George Smyth* the Son and *Ann Willis*, was had and solemnized, but that the said *Ann* was since departed this Life without leaving any Issue of her Body begotten by the said *George Smyth* the Son, and he still continued unmarried; and reciting, that the said *George Smyth* the Father and *George Smyth* the Son had mutually agreed to convey, limit, resettle, and assure the several above Freehold Messuages, Farms, Lands, Tenements, and Hereditaments, settled and assured by the above recited Indenture of Release or Settlement as aforesaid, to such other Uses, and for such other Intents and Purposes, as were therein and are herein after mentioned, expressed, and declared, of and concerning the same: **It was**, by the said Indenture Sextipartite, **witnessed**, that in pursuance and performance of the said Agreement, and for and in consideration of the natural Love and Affection which the said *George Smyth* the Father had for and bore unto the said *Nicholas Smyth*, *John Smyth*, and *Sally* the Wife of the said *Samuel Sandys*, his younger Children, and for settling and assuring the said Freehold Premises to the several Uses, and for the several Intents and Purposes, therein and herein after mentioned and declared of and concerning the same; and also in consideration of Ten Shillings apiece paid by the said *John Mabbett* and *William Holbrow*; they the said *George Smyth* the Father and *George Smyth* the Son did grant and convey the same Freehold Premises, which are therein particularly described and mentioned to be situate and being in the several Parishes of *Northnibley*, *Stinchcombe*, and *Berkeley*, or elsewhere in the said County of *Gloucester*, and all their Estate, Right, Title, and Interest therein and thereto, unto the said *John Mabbett* and *William Holbrow*, and their Heirs, to the Use of such Person and Persons, and for such Estate or Estates either absolutely or conditionally, and with or without Power of Revocation, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Powers, Provisoos, Conditions, Restrictions, and Limitations, as they the said *George Smyth* the Father and *George Smyth* the Son should, from Time to Time, during their joint Lives, by any Deed or Deeds, Writing or Writings, to be by them severally sealed and delivered in the Presence of Two or more credible Witnesses, limit or appoint; and for Want or in Default of such Direction, Limitation, or Appointment, or in case any such should be, when and as the Estates thereby limited and appointed should severally end and de-

George Smyth
the elder, and
George Smyth
the younger,
joint Power
over the whole
Estate.

Uses.

Part of the
Premisesto George
Smyth the Fa-
ther for Life;
and the Residue
thereof to Trus-
tees for a Term
of 60 Years for
renewing the
Derbyshire
Lease;Remainder as to
the whole Pre-
mises to George
Smyth the Son
for Life, sans
Waste;Remainder to
Trustees to pre-
serve, &c.Remainders to
other Trustees
for 500 Years,
for raising Por-
tions for George
Smyth the
younger's Child
or Children by
a second or other
Wife.

determine; and as to such and so much of the Premises, whereof no such Direction, Limitation, or Appointment should be made, to the several Uses, upon the Trusts, and to and for the Intents and Purposes, and subject to the several Provisoos or Powers therein after limited and declared, and hereinafter expressed, of and concerning the same; (that is to say), As to, for, and concerning all that Messuage or Tenement and Farm, with the Lands, Tenements, and Hereditaments thereto belonging, or therewith commonly used, set, or enjoyed, situate in *North-nibley* aforesaid, and in the said Indentures of Lease and Release mentioned to be in the Tenure or Occupation of *William Gazard*, his Under-tenants or Assigns, and to be of the yearly Value of Five Pounds only, or thereabouts, to the Use of the said *George Smyth* the Father, for and during the Term of his natural Life: And as to, for, and concerning all and singular other the Hereditaments and Premises before mentioned, and intended to be thereby granted and enfeoffed, to the Use of the said *Moses Wight* and *John Ashby*, their Executors, Administrators, and Assigns, for the Term of Sixty Years, if the said *George Smyth* the elder should so long live, without Impeachment of Waste; upon Trust to pay the Fine or Fines which, during the Life of the said *George Smyth* the Father, should become due and payable for Renewal of the said *Derbyshire* Lease, granted by the said Dean of *Lincoln*, and such other Charges as should be incident thereto, in manner as therein is mentioned; Remainder, as to the Whole of the said Hereditaments and Premises thereby granted, to the said *George Smyth* the Son, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; Remainder to the said *John Mabbett* and *William Holbrow*, and their Heirs, during the Life of the same *George Smyth*, in Trust to preserve contingent Remainders; and from and after the Decease of the said *George Smyth* the Son, to the Use of the said *Rowland Berkeley* and *Timothy Gyde*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, without Impeachment of Waste; in Trust for raising One thousand five hundred Pounds, Three thousand Pounds, or Four thousand Pounds, with Interest, for the Portion or Portions, and Maintenance of the Child or Children, except an eldest or only Son of the said *George Smyth* the younger by any Second or other Wife he should

should marry, in Manner and at the Times therein mentioned; Remainder to the first and other Son and Sons of the Body of the said *George Smyth* the younger, on the Body of any Wife which he should thereafter marry, successively in Tail Male; and for Default of such Issue, to the Use of the said *Rowland Berkeley* and *Timothy Gyde*, their Executors, Administrators, and Assigns, for the Term of Six hundred Years, without Impeachment of Waste; in Trust for raising Four thousand Pounds, or Five thousand Pounds, with Interest, for the Portions and Maintenance of the Daughter or Daughters of the said *George Smyth* the younger, by any such after-taken Wife in case of no Issue Male by them, and after the Death of him the said *George Smyth*, in Manner and at the Times therein mentioned; Remainder to the said *Nicholas Smyth* second Son of the said *George Smyth* the Father, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; Remainder to the Use of the said *John Mabbett* and *William Holbrow*, and their Heirs, during the Life of the same *Nicholas Smyth*, in Trust to preserve contingent Remainders; and from and after the Decease of the said *Nicholas Smyth*, to the Use of the said *Rowland Berkeley* and *Timothy Gyde*, their Executors, Administrators, and Assigns, for the Term of Seven hundred Years, without Impeachment of Waste; in Trust for raising Two thousand Pounds, Two thousand five hundred Pounds, or Three thousand Pounds, with Interest, for the Portions and Maintenance of the Child or Children of the Body of the said *Nicholas Smyth* lawfully issuing, besides an eldest or only Son, in case of the Death of the said *George Smyth* the younger without Issue, in Manner and at the Times therein mentioned; Remainder to the first and other Son and Sons of the Body of the said *Nicholas Smyth*, in Tail Male; and for Default of such Issue, to the Use of the said *Rowland Berkeley* and *Timothy Gyde*, their Executors, Administrators, and Assigns, for the Term of Eight hundred Years, without Impeachment of Waste; in Trust for raising Three thousand Pounds, or Four thousand Pounds, with Interest, for the Portions and Maintenance of the Daughter or Daughters of the said *Nicholas Smyth*, in case of the Death of the said *George Smyth* the Son without Issue, and in case of the Death of the said *Nicholas Smyth* without Issue Male as aforesaid, in Manner and at the Times therein mentioned; Remainder to the said *John Smyth*, third Son of the

Remainder to his First and other Sons by any after Wife in Tail Male;

Remainder to Trustees for 600 Years, for raising Portions for his Daughter or Daughters, if no Issue Male;

Remainder to *Nicholas Smyth* for Life, sans Waste;

Remainder to Trustees to preserve, &c.

Remainder to Trustees for 700 Years, for raising Portions for his younger Children;

Remainder to his First and other Sons in Tail Male;

Remainder to Trustees for 800 Years, for raising Portions for his Daughter or Daughters;

Remainder to *John Smyth* for Life, sans Waste;

Remainder to
Trustees to pre-
serve, &c.

Remainder to
Trustees for
900 Years, for
raising younger
Childrens Por-
tions ;

Remainder to
his First and
other Sons in
Tail Male ;

Remainder to
Trustees for
1000 Years, for
raising Daughters
Portions ;

Remainder to
Sally Wife of
the Reverend
Samuel Sandys
for Life, sans
Waste ;

Remainder to
Trustees to pre-
serve, &c.

Remainder to
Trustees for
1100 Years, for
raising younger
Childrens Por-
tions ;

said *George Smyth* the Father, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste ; Remainder to the said *John Mabbett* and *William Holbrow*, and their Heirs, during the Life of the said *John Smyth*, in Trust to preserve contingent Remainders ; and from and after the Decease of the said *John Smyth*, to the Use of the said *Rowland Berkeley* and *Timothy Gyde*, their Executors, Administrators, and Assigns, for the Term of Nine hundred Years, without Impeachment of Waste ; in Trust for raising Two thousand Pounds, Two thousand five hundred Pounds, or Three thousand Pounds, with Interest, for the Portions and Maintenance of the Child or Children of the said *John Smyth* lawfully issuing, besides an eldest or only Son, in case of the Deaths of the said *George Smyth* the Son and *Nicholas Smyth* without Issue, in Manner and at the Times therein mentioned ; Remainder to the first and other Son and Sons of the Body of the said *John Smyth* in Tail Male, and for Default of such Issue to the Use of the said *Rowland Berkeley* and *Timothy Gyde*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, in Trust for raising Three thousand Pounds, or Four thousand Pounds, with Interest, for the Portions and Maintenance of the Daughter or Daughters of the said *John Smyth*, in case of the Death of the said *George Smyth* the Son and *Nicholas Smyth* without Issue, and in case of the Death of the said *John Smyth* without Issue Male as aforesaid, in Manner and at the Times therein mentioned ; Remainder to the said *Sally* the Wife of the said Reverend *Samuel Sandys*, and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste ; Remainder to the said *John Mabbett* and *William Holbrow*, and their Heirs, during the Life of the said *Sally Sandys*, in Trust to preserve contingent Remainders ; and from and after the Decease of the said *Sally Sandys*, to the Use of the said *Rowland Berkeley* and *Timothy Gyde*, their Executors, Administrators, and Assigns, for the Term of One thousand one hundred Years, without Impeachment of Waste, in Trust for raising Two thousand Pounds, Two thousand five hundred Pounds, or Three thousand Pounds, with Interest, for the Portions and Maintenance of the Child or Children of the said *Sally Sandys* lawfully issuing, besides an eldest or only Son, in case of the Deaths of the said *George Smyth* the Son, *Nicholas Smyth*, and *John Smyth* without Issue, in Manner and at the Times therein mentioned ; Remainder to the

First

first and other Son and Sons of the Body of the said *Sally Sandys* lawfully issuing, in Tail Male, and for Default of such Issue, to the Use of the said *Rowland Berkeley* and *Timothy Gyde*, their Executors, Administrators, and Assigns, for the Term of One thousand two hundred Years, without Impeachment of Waste, in Trust for raising Three thousand Pounds, or Four thousand Pounds, with Interest, for the Portions and Maintenance of the Daughter or Daughters of the said *Sally Sandys* lawfully to be begotten, in case of the Deaths of the said *George Smyth* the Son, *Nicholas Smyth*, and *John Smyth* without Issue; and in case of the Death of the said *Sally Sandys* without Issue Male as aforesaid, in Manner and at the Times therein mentioned: And from and after the End, Expiration, or other sooner Determination of the said Term of One thousand two hundred Years, to the Use of the right Heirs of the Survivor of them the said *George Smyth* the Father and *George Smyth* the Son, for ever: And it was thereby provided, that it should and might be lawful to and for the said *George Smyth* the Son to charge all or any Part of the said Premises, thereby granted and enfeoffed, except the Part thereof in the Occupation of the said *William Gazard* as aforesaid, with any Sum not exceeding Three hundred Pounds a Year, Tax-free, in Jointure upon any Wife he should thereafter marry, so as to be without Prejudice to to the Lender or Lenders of any Monies which the said *George Smyth* the Father and *George Smyth* the Son should, during their joint Lives, borrow on Security of the said Premises, or any Part thereof, by virtue of the Power given them as aforesaid, or without Prejudice to the said Trust Terms, and with the like jointuring Powers to the said *Nicholas Smyth* and *John Smyth*, for Two hundred Pounds a Year respectively: And the said Lease for Lives of the said *Derbyshire* Estate, granted by the said Dean of *Lincoln* to the said *George Smyth* the Father as aforesaid, is, by the said Indenture Sixtipartite, settled or limited in Trust and for the Benefit of the said *George Smyth* the Father, *George Smyth* the Son, *Nicholas Smyth*, *John Smyth*, and *Sally Sandys*, and the respective Issue of the said *George Smyth* the Son, *Nicholas Smyth*, *John Smyth*, and *Sally Sandys*, as far as the Nature of such Leasehold Estate would permit, in the Manner therein mentioned:

And whereas the said *Gloucestershire* Freehold settled Estate is of the yearly Value of Nine hundred Pounds, and upwards; and the said *Derbyshire* Leasehold Estate for Lives is of the yearly Value of Four hundred and fifty Pounds,

Remainder to her First and other Sons in Tail Male;

Remainder to Trustees for 1200 Years, for raising Daughters Portions; with

Remainder to the Survivor of the said *George Smyth* the elder, and *George Smyth* the younger in Fee;

A Power for *George Smyth* the younger to make a Jointure of £ 300. a Year on any Second or other Wife.

Derbyshire Estate thereby settled as the other Estate.

The clear Annual Values of the *Gloucestershire* and *Derbyshire* Estates.

and

and upwards, over and above all Payments and Deductions thereout :

The greatest Part of Mrs. Smyth's Fortune applied in discharging Debts, &c. affecting the settled Estates;

George Smyth the elder and George Smyth the younger being indebted, made a Deed of Trust of the 31st of Dec. 1770. for raising £9000. by Mortgage or Sale of the Gloucestershire Estate, or a competent Part thereof.

Recitals.

Consideration.

Appointment and Grant of the Estate to the Trustees.

And whereas the greatest Part of the said Portion or Fortune of the said *Ann*, the late Wife of the said *George Smyth* the younger, hath been applied and exhausted in discharging Debts and Incumbrances which affected the said settled Estates ; so that the same are, by means thereof, entirely freed and exonerated from the said Debts and Incumbrances ; and the said *George Smyth* the elder and *George Smyth* the younger, being considerably indebted to divers Persons, by Indenture, bearing Date the Thirty first Day of *December* last past, made between the said *George Smyth* the elder and *George Smyth* the younger, of the one Part ; and *Morris Robinson*, of *Chancery Lane* in the County of *Middlesex*, Esquire, and *John Woodhouse*, of *Bridewell* in the City of *London*, Esquire, of the other Part ; reciting the said *George Smyth* the elder and *George Smyth* the younger their joint Power reserved or given to them by the said Settlement of the Year One thousand seven hundred and sixty nine, to charge on, and raise out of, the said Freehold Estate, any Sum or Sums of Money as they should think fit, as aforesaid ; and reciting, that the said *George Smyth* the elder and *George Smyth* the younger were severally indebted to divers Persons in considerable Sums of Money, to a large Amount in the Whole, which they were unable to pay, unless Money for that Purpose was raised by Mortgage of the said *Gloucestershire* Freehold Estate thereafter particularly mentioned and described, or by Sale of a competent Part thereof : **It was witnessed** that, for raising Money to enable the said *George Smyth* the elder and *George Smyth* the younger to pay their Debts, and supply their other Occasions, and for other Considerations therein mentioned, they the said *George Smyth* the elder and *George Smyth* the younger, by virtue and in pursuance of the said Power and Authority given or reserved to them by the said herein before in part recited Indenture Sextipartite, and of all and every Power or Authority in them vested, or in any wise enabling them thereunto, did direct, limit, and appoint, grant, bargain, and sell the said Estate in *Gloucestershire*, which is therein particularly mentioned and specified, and all their Right, Title, and Interest thereto and therein ; and that the said Indenture Sextipartite should be and enure, and that the said *John Mabbett* and *William Holbrow*, and their Heirs, should stand

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stand and be seised of the same Estate, to the Use of the said *Morris Robinson* and *John Woodhouse*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years, without Impeachment of Waste, upon Trust that they the said *Morris Robinson* and *John Woodhouse*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, by Mortgage of all or any Part of the said Premises, or Sale of such Part or Parts thereof for all or any Part of the said Term of One thousand five hundred Years, or by both the said Ways or Means, or any other Ways or Means as they or he should think fit, raise the Sum of Nine thousand Pounds of lawful Money of *Great Britain*; and if the said Sum of Nine thousand Pounds, or any Part or Parts thereof, should be raised by Mortgage, then to secure the Repayment thereof, with Interest for the same not exceeding the Rate of Five Pounds for One hundred Pounds for a Year; and should, when and so soon after as the said Sum of Nine thousand Pounds should be so raised as aforesaid, pay the same unto the said *George Smyth* the elder and *George Smyth* the younger, their Executors, Administrators, or Assigns, in the Shares and Proportions following; that is to say, The Sum of Four thousand Pounds, Part thereof, to the said *George Smyth* the elder, his Executors, Administrators, or Assigns; and the Sum of Five thousand Pounds, Residue thereof, to the said *George Smyth* the younger, his Executors, Administrators, and Assigns, in order to enable them to pay the Debts due or owing, or to become due or owing, by or from the said *George Smyth* the elder and *George Smyth* the younger, and supplying of their Occasions; and upon further Trust, that they the said *Morris Robinson* and *John Woodhouse*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, in the mean Time, and until the said Sum of Nine thousand Pounds should be so raised as aforesaid, pay the Rents, Issues, and Profits of the said Premises to, or permit and suffer the same to be received and taken by, such Person or Persons as, for the Time being, would be intitled thereto, in case the said Indenture had not been made or executed: And it was thereby provided, declared, and agreed, That the Receipt or Receipts of the said *Morris Robinson* and *John Woodhouse*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, signed with their or his Hands or Hand, should at all Times be a good and effectual Discharge to

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the

Morris Robinson and *John Woodhouse* for 1500 Years, in Trust to raise the £. 9000. by Mortgage or Sale as aforesaid.

And when raised pay £. 4000. to *George Smyth* the elder and £. 5000. to *George Smyth* the younger, for paying their Debts, and supplying their other Occasions;

And 'til the Money raised, the Rents to be received as before.

Trustees Receipts to be good Discharge to the Mortgagee or Purchaser, for the Mortgage or Purchase Money.

Trustees not answerable for any Loss, &c. of the Money.

When the Trusts performed, and the Trustees reimbursed, the Term of 1500 Years to cease.

The Trustees or either of them, not to be charged with any Money than what should be actually received,

and each accountable for his own Acts only;

and not to be answerable for any Loss of placing out the Trust Money, or any Part thereof;

the Mortgagee and Mortgagees, Purchaser and Purchasers, of the said Messuages, Farms, and Lands, or any Part or Parts thereof, for the Mortgage Money or Purchase Money which, in or by such Receipt or Receipts, should be mentioned or expressed to be received; and that after the giving and signing such Receipt or Receipts, the Mortgagee or Mortgagees, Purchaser or Purchasers, of the said Premises, or any Part or Parts thereof, or his, her, or their Executors, Administrators, or Assigns, should not be answerable or accountable for any Loss, Misapplication, or Nonapplication of the Sum or Sums of Money which, in or by such Receipt or Receipts, should be mentioned or expressed to be received, or any Part thereof: And it was thereby also further provided, declared, and agreed, That when and so soon as all and every the Trusts therein before declared or expressed, of or concerning the said Term of One thousand five hundred Years, should be in all Things fully performed and satisfied, and the said *Morris Robinson* and *John Woodhouse*, and each of them, their and each of their Executors, Administrators, and Assigns, should be fully reimbursed and satisfied all Costs, Charges, and Expences occasioned by or relating to the Trusts thereby in them reposed, the said Term of One thousand five hundred Years, of and in such of the said Premises as should not have been mortgaged or sold for the Purposes aforesaid, should from thenceforth cease, determine, and be utterly void to all Intents and Purposes whatsoever: And it was thereby further provided, declared, and agreed, That they the said *Morris Robinson* and *John Woodhouse*, or either of them, or either of their Executors, Administrators, or Assigns, should not be charged with, or answerable or accountable for, any Sum or Sums of Money whatsoever, other than such only as, by virtue or in pursuance of the said Indenture, should be actually received by, or come to their or his Hands; and should not be answerable or accountable the one for the other, or for the Receipts, Payments, Acts, or wilful Defaults of the other of them, but each of them for his own several and respective Receipts, Payments, Acts, and wilful Defaults only, their joining in any Receipt or Receipts for the Sake of Conformity notwithstanding; and that they, or any of them, should not be answerable or accountable for any Loss or Damage which might happen, by placing or depositing the Trust Monies, or any Part thereof, in any Bank or Bankers Hands, or elsewhere, for safe Custody, or for any Loss or Damage which

which might happen in or relating to any of the Trusts afore-
said, or the Management or Execution thereof, without
their or his wilful Neglect or Default; and that they the said
Morris Robinson and *John Woodhouse*, and each of them,
their and each of their Executors, Administrators, and
Assigns, might from Time to Time deduct and retain in their
or his Hands, and reimburse themselves and himself, and
pay to their or his Co Trustee or Trustees respectively, out
of all or any the Monies which by virtue of the said Inden-
ture, or any of the Trusts aforeaid, should be received by or
come to their or any of their Hands respectively, all such
Costs, Charges, Damages, and Expences, as he, they, or
any of them should pay, expend, sustain, or be put unto,
in, about, or relating to any of the Trusts aforeaid, or the
Management or Execution thereof, with several Covenants
therein contained, by the said *George Smyth* the elder and
George Smyth the younger to the said Trustees, touching
the Premises :

without their
wilful Default;

and may retain
their Expences,

And whereas the said *George Smyth* the younger is still a
Widower, and unmarried; and hath not any Issue of his
Body begotten :

George Smyth
the younger
still unmarried
and no Issue.

And whereas the said *George Smyth* the elder and *George*
Smyth the younger were in great Hopes of raising the said Sum
of Nine thousand Pounds, for the Purposes aforeaid, on the
Security of the said Freehold Estate situate in the said
County of *Gloucester*, comprised in the said Term of
One thousand five hundred Years; but a Doubt has arisen,
whether the same can be so raised without the Aid and
Authority of Parliament; by reason of the Limitation, in
the said Settlement of One thousand seven hundred and
sixty three, to the Issue Male of the said *George Smyth* the
younger by a Second Wife, or any after-taken Wife, in
case he should marry again and have Issue; though, on the
Treaty for the Marriage of the said *George Smyth* the
younger with the said *Ann* his late Wife, there was not any
Proposal, Agreement, or Stipulation between them for the
Benefit of the Issue of the said *George Smyth* the younger by
a Second or any after-taken Wife; nor was such Issue, at
the Time of his said Marriage, in the Contemplation of the
said *Ann* his Wife :

George Smyth
the elder and
George Smyth
the younger,
hoped to have
raised the
£9000. on Se-
curity of the
Gloucestershire
Freehold Estate;
but a Doubt has
arisen touching
the Limitation
in the Settle-
ment of 1763,
to the Issue
Male of the
said *George*
Smyth the
younger by a
Second Wife.

And

George Smyth the elder and George Smyth the younger are willing to release their joint Power of Appointment under the Settlement in 1769, &c.

And George Smyth the younger is willing to confine his jointuring Power to £ 300. a Year.

Enacted,

That notwithstanding the Settlement of 1763,

the Trust Deed of the 31st of Dec. 1770, shall be and is hereby ratified and confirmed;

And whereas the said *George Smyth* the elder and *George Smyth* the younger are willing to release, or give up, their said Joint Power of Appointment under or by virtue of the said recited Settlement in the Year One thousand seven hundred and sixty nine aforesaid, and to have the said Freehold Estate in *Gloucestershire* (subject to the said Term of One thousand five hundred Years, and the Trusts declared of and concerning the same as aforesaid) settled or limited to the other Uses, upon the other Trusts, for the other Intents and Purposes, and under and subject to the Powers and Provisoos in and by the said last mentioned Settlement limited, mentioned, declared, and contained, of and concerning the same: And the said *George Smyth* the younger is willing to narrow or confine his jointuring Power under the said Settlement of the Year One thousand seven hundred and sixty three, to Three hundred Pounds a Year, according to the said Settlement of One thousand seven hundred and sixty nine.

May it therefore please Your Most Excellent MAJESTY;

Upon the humble Petition of the said *George Smyth* the elder and *George Smyth* the younger, That it may be **Enacted and Declared; and be it Enacted and Declared** by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That for and notwithstanding the Remainders or Limitations in and by the said Indenture of the Fourth Day of *July*, in the Year One thousand seven hundred and sixty three, limited to the first and every other Son of the Body of the said *George Smyth* the younger on the Body of any Second or other Wife whom he shall happen to marry, and to the Heirs Male of the Body of such first and every other Son to be begotten; and for and notwithstanding any other Use, Estate, or Remainder, declared or limited by the said Indenture of the Fourth Day of *July* One thousand seven hundred and sixty three, the said recited Deed of Trust, bearing Date the Thirty first Day of *December* in the Year One thousand seven hundred and seventy, and all and every the Uses, Trusts, Provisoos, Agreements, Covenants, Articles, Matters, and Things therein contained, shall, from the Time of the Passing of this Act, be and stand allowed, ratified, and confirmed, and the same is and are hereby allowed, ratified, and confirmed, to all Intents

Intents and Purposes whatsoever, according to the Tenor and true Intent and Meaning thereof: And that for and notwithstanding any of the said Remainders or Limitations contained in the said Indenture of the Fourth Day of *July* in the Year One thousand seven hundred and sixty three, the said *Morris Robinson* and *John Woodhouse*, and the Survivor of them, and the Executors, Administrators, and Assigns, of such Survivor, shall, from the Time of the Passing of this Act, stand and be seized and possessed of all and singular the said Freehold Messuages, Farms, Lands, Tenements, and Hereditaments of them the said *George Smyth* the elder and *George Smyth* the younger, or either of them, situate and being in the said several Parishes of *Northnibley*, *Stinchcombe*, and *Berkeley*, and elsewhere in the said County of *Gloucester*; and in and by the said recited Indenture of the Thirty first Day of *December* in the Year One thousand seven hundred and seventy, limited to the said *Morris Robinson* and *John Woodhouse*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years as aforesaid, and every Part and Parcel thereof, with their and every of their Rights, Members, and Appurtenances, for and during all the Rest, Residue, and Remainder of the said Term of One thousand five hundred Years, which shall be then to come and unexpired, freed and absolutely acquitted, exonerated, and discharged of and from the said Remainders and Limitations in and by the said Indenture, of the Fourth Day of *July* in the Year One thousand seven hundred and sixty three, limited to the first and every other Son of the Body of the said *George Smyth* the younger, on the Body of a second or any after-taken Wife to be begotten, and the Heirs Male of the Body of such first and every other Son issuing; and of and from all other the Uses, Estates, and Remainders, in and by the said Indenture, of the Fourth Day of *July* One thousand seven hundred and sixty three, declared and limited; and from the said Power of Appointment by the said Indenture, of the Eighteenth Day of *July* in the Year One thousand seven hundred and sixty nine, limited, granted, or reserved to the said *George Smyth* the elder and *George Smyth* the younger, and all other Powers of Appointing vested in them or either of them, except as is herein after expressly or by Reference limited or given to them, or either of them: But nevertheless upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the

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Provisoes,

and the said
Trustees to
stand seized and
possessed of the
Gloucestershire
Freehold Estate,

for the said
Term of 1500
Years;

discharged from
the Remainders
and Limitations
in the Settlement
of 1763, li-
mitted to the
First and other
Sons of *George
Smyth* the
younger by a
Second or other
Wife;

and from the
Power of Ap-
pointment by
the said Settle-
ment of 1769,
and all other
such Powers;

Exception;

But upon the
Trusts in the
said Indenture
of the 31st of
Dec. 1770,

Provisoes, Declarations, Agreements, and Covenants in and by the said Indenture, of the Thirty first Day of *December* One thousand seven hundred and seventy, and herein before mentioned, declared, and contained, of and concerning the said Term of One thousand five hundred Years.

and at the
End or sooner
Determination
of the said
1500 Years
Term, the Glou-
cestershire Estate
comprised there-
in to be and
remain to the
Uses, &c. of the
said Settlement
of 1769;

except the
Power of Ap-
pointing therein
to the said
George Smyth
the elder and
George Smyth
the younger,
which is made
void.

General Saving.

And be it further Enacted by the Authority aforesaid, That from and immediately after the End, Expiration, or sooner Determination of the said Term of One thousand five hundred Years, and subject thereto, and to the Trusts thereof, the said Messuages, Lands, Tenements, Hereditaments, and Premises, situate and being in the said County of *Gloucester*, and comprised in the said Term of One thousand five hundred Years, and every Part and Parcel thereof, with their and every of their Rights, Members, and Appurtenances, shall be, remain, and continue, to such of the Uses, upon such of the Trusts, for such of the Intents and Purposes, and by, with, under, and subject to such of the Limitations, Powers, Provisoes, Declarations, Covenants, and Agreements, in and by the said Indenture of the Eighteenth Day of *July*, in the Year One thousand seven hundred and sixty nine, limited, mentioned, declared, appointed, and contained, as are now subsisting, undetermined, or capable of taking Effect; except the said Power of Appointing, in and by the said Indenture last mentioned limited, granted, and reserved to them the said *George Smyth* the elder and *George Smyth* the younger; and which Power shall, from the Time of the Passing of this Act, cease, determine, and be absolutely null and void.

Saving to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Executors, Administrators, and Successors (other than and except the said *George Smyth* the elder and *George Smyth* the younger, and the Heirs of the said *George Smyth* the elder and *George Smyth* the younger, and each of them, and the First, Second, Third, and all and every other the Son and Sons of the Body of the said *George Smyth* the younger, on the Body of a Second or any after-taken Wife which he shall marry, to be by him begotten, and the Heirs of the Body and Bodies of such First, Second, Third, and all and every other such Son and Sons lawfully issuing,

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issuing, and the several Trustees in and by the said several herein before recited Indentures, or any of them, appointed for supporting contingent Remainders, or for any other Purposes whatsoever, and their several and respective Heirs, and also all other Persons claiming or to claim by, from, or under the said herein before recited Indentures, or any of them) all such Estate and Estates, Right, Title, Interest, Claim, and Demand whatsoever, either at Law or Equity, of, in, to, and out of the said Freehold Messuages, Farms, Lands, Tenements, and Hereditaments in the said County of *Gloucester*, or any Part or Parcel thereof, as they, every, or any of them, had before the Passing of this present Act, or would, could, or ought to have had and held, if this Act had not been made.

A N

A C T

F O R

Confirming a Deed of Trust, dated the
Thirty first of *December*, One thou-
sand seven hundred and seventy; and
for the more effectual enabling the
Trustees to raise the Sum of Nine
thousand Pounds for the Purposes
therein mentioned, by Mortgage or
Sale of the Freehold Estate of *George
Smyth* the elder, and *George Smyth*
the younger, Esquires, situate in the
County of *Gloucester*, or of a com-
petent Part thereof.

[1771]

[17]
... and the said Trustee in and by the said several
persons before recited instruments, or any of them, appointed
for supporting contingent Remainders, or for any other Part
potes whatsoever, and their several and respective heirs, and
also all other Persons claiming or to claim by them, or
under the said persons before recited instruments, or any of
them) all such Rights and Estates, Rights, Titles, Interests,
Claims, and Demands whatsoever, either at Law or Equity,
of, in, to, and out of the said Freehold Mortgage,
Farms, Lands, Tenements, and Appurtenances in the said
County of *Gloucester*, or any Part or Parts thereof, as
they, every, or any of them, shall think fit, having at
this present Act, or would, could, or ought to have had
and held, if this Act had not been made.